

**FIRST AMENDMENT TO
PROFESSIONAL CONSULTANT SERVICES AGREEMENT
WITH KOA CORPORATION
ARROW HIGHWAY PAVEMENT REHABILITATION & UTILITY IMPROVEMENTS
PROJECT NUMBER 7069 & 9124**

This First Amendment to the Professional Consultant Services Agreement is made and entered into as of July 13, 2022 ("Effective Date") by and between the City of Upland, a municipal corporation ("City") and KOA Corporation, a California corporation ("Consultant"). City and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the City and the Consultant have entered into an agreement, dated July 13, 2020, for the purpose of providing engineering design services for the construction of roadway and utility improvements on Arrow Highway, from Benson Avenue to San Antonio Avenue (the "Original Agreement").

B. WHEREAS, the Parties believe it to be efficient and beneficial to modify the Agreement to facilitate underground utility relocation designs (i.e. sewer, water, and storm drain) in order to accommodate a new storm drain main line connection at the intersection of Benson Avenue and Arrow Highway.

C. WHEREAS, City wishes to exercise its first one year option period pursuant to Section 1 of the Original Agreement.

D. WHEREAS, the Parties now desire to amend the Original Agreement in order to extend the term of the Original Agreement for an additional term of one year, add additional services, and to include funds for the performance of the additional services in accordance with the compensation provisions of the Original Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the this First Amendment and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Term. The term of the Original Agreement shall be extended through July 13, 2023, unless earlier terminated.

3. Services. The Services, as defined in the Original Agreement, shall be amended to include additional services as set forth in Exhibit "A-1", attached hereto and incorporated herein by this reference.

4. Compensation. The compensation for services performed pursuant to this First Amendment shall not exceed Fourteen Thousand Seven Hundred Fifty Dollars (\$14,750.00), thereby increasing the total not-to-exceed compensation of the Original Agreement to the amount of One Hundred Ninety One Thousand Eight Hundred Ninety Five Dollars (\$191,895.00). Work shall be performed at the pricing set forth in Exhibit "A-1".

5. Full Force. Except as amended by this First Amendment, all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this First Amendment.

6. Electronic Transmission. A manually signed copy of this First Amendment which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this First Amendment for all purposes. This First Amendment may be signed using an electronic signature.

7. Counterparts. This First Amendment may be signed in counterparts, each of which shall constitute an original.

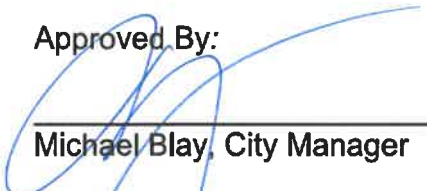
[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
PROFESSIONAL CONSULTANT SERVICES AGREEMENT
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PROJECT NUMBER 7069 & 9124**

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the Effective Date first herein above written.

CITY OF UPLAND

Approved By:



Michael Blay, City Manager

Attest:



Keri Johnson, City Clerk

Approved as to Form:



Stephen P. Deutsch, City Attorney

CONSULTANT

KOA Corporation
3190 Shelby Street, Bldg C
Ontario, CA 91764



Charles F. Stephan, PE, Vice President

EXHIBIT A-1

ADDITIONAL SERVICES/COMPENSATION

Description	Quantity	Unit Price	Net Amount
• Storm Drain Modifications.	1 LS	\$8,875.00	\$8,875.00
• Sewer Plan Addition.	1 LS	\$9,135.00	\$9,135.00
• Revise Street Improvement and Signing and Striping Plan.	1 LS	\$3,010.00	\$3,010.00
• Revise Specifications and Estimates.	1 LS	\$1,280.00	\$1,280.00
• Deletion of Task 7 – Engineering Support During Bidding, Award, & Construction Phase (Original Scope)	1 LS	(\$7,550.00)	(\$7,550.00)

Net Increase First Amendment: \$14,750.00

Agreement Total (Original): \$177,145.00

Agreement Total (Revised): \$191,895.00

Percent Net Increase: 8.33%